

CONTRACT DOCUMENTS

City of Lincoln, Nebraska / SMG

**Website Hosting Services -
Pinnacle Bank Arena
RFP Bid No. 13-343**

**Carbonhouse
5727 Westpark Drive, Suite 108
Charlotte, NC 28217
704-333-5800**

City of Lincoln / SMG Contract Agreement

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between **Carbonhouse, 5727 Westpark Drive, Suite 108, Charlotte, NC 28217** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation and SMG, hereinafter called the City/SMG.

WHEREAS, the City/SMG has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Website Hosting Services - Pinnacle Bank Arena, RFP Bid No. 13-343

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City/SMG, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City/SMG, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City/SMG have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City/SMG's award of this Contract to the Contractor, such award being based on the acceptance by the City/SMG of the Contractor's Proposal, or part thereof, as follows:

Agreement to Hosting Services as listed in the Contractor's Proposal.

2. The City/SMG agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City/SMG:

The City/SMG will pay for Hosting Services according to the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City/SMG shall pay a monthly hosting fee of \$550.00/month for a total of \$6,600.00/year. The total cost of Hosting Services at the Pinnacle Bank Arena for the three (3) year term shall not exceed \$19,800.00 during the contract term without approval.

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City/SMG may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City/SMG will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City/SMG and employees of the City/SMG shall not be deemed to be employees of the Contractor. The Contractor and the City/SMG shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City/SMG's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term: This Contract shall be effective upon execution by both parties. The term of the Contract shall be a three (3) year term with the option of three (3) additional one (1) year renewals upon mutual consent by all parties.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Addendum No. 1
 4. Specifications
 5. Instructions to Bidders
 6. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City/SMG hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City/SMG do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA / SMG

ATTEST:

CITY OF LINCOLN, NEBRASKA / SMG

City Clerk

Mayor

Approved by:

Resolution No. _____

Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

AKS Digital LLC, DBA Carbonhouse

Name of Corporation

5727 WERTPAKE DRIVE, CHARLOTTE NC 28217

Address

By: [Signature]

Duly Authorized Official

VP
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____

Member

By: _____

Member

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information

Bid Creator Robert Walla Asst.
 Purchasing Agent
 Email rwalla@lincoln.ne.gov
 Phone 1 (402) 441-8309
 Fax 1 (402) 441-6513
 Bid Number 13-343 Addendum 1
 Title Website Design &
 Development - Pinnacle Bank
 Arena and Lincoln City
 Libraries
 Bid Type RFP
 Issue Date 11/22/2013
 Close Date 12/11/2013 12:00:00 PM CT
 Need by Date

Contact Information

Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68508
 Contact Robert Walla Asst.
 Purchasing Agent
 Department
 Building Suite 200
 Floor/Room
 Telephone 1 (402) 441-8309
 Fax 1 (402) 441-6513
 Email rwalla@lincoln.ne.gov

Ship to Information

Address
 Contact
 Department
 Building
 Floor/Room
 Telephone
 Fax
 Email

Supplier Information

Company carbonhouse
 Address 5727 Westpark Drive
 Suite 108
 Charlotte, NC 28217
 Contact Brandon Lucas
 Department
 Building
 Floor/Room
 Telephone 1 (704) 333-5800
 Fax 1 (704) 333-5808
 Email blucas@carbonhouse.com
 Submitted 12/10/2013 2:10:34 PM CT
 Total \$0.00

Signature _____

Supplier Notes

Bid Notes

Vendors may submit proposals for one or both locations. Please follow the instructions in the Specifications on submitting your proposal/s. Thank you.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Contact	Name of person submitting this bid:	Brandon Lucas
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
6	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
7	Vendor Responses	I have attached all proposal information as requested in the specifications to the Response Attachments section of this ebid response.	Yes
8	TWO LOCATIONS AND SUBMITTAL VERIFICATION	<p>I acknowledge and understand that 2 locations are requesting Website Design and Development, those locations being the Lincoln City Libraries and Pinnacle Bank Arena: YES or NO.

</p> <p>Are you submitting a proposal for Pinnacle Bank Arena, Lincoln City Libraries, or Both? Indicate in the space provided.

</p> <p>I further understand that each location required a separate submittal and have attached each submittal to the Response Attachment section as required in the Specifications? YES or NO</p>	Pinnacle Bank Arena
9	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Note that there is a section in the addendum for the Library and a section for the Arena.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	PINNACLE BANK ARENA This is to notify you that RFP 13-343 for Website Design, Development and Hosting for the Pinnacle Bank Arena is available. Please prepare your written response and attach your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-8309.	\$0.00

Item Notes:

Supplier Notes:

2	1	EA	LINCOLN CITY LIBRARIES This is to notify you that RFP 13-343 for Website Design and Development for the Lincoln City Libraries is available. Please prepare your written response and attach your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-8309.	\$0.00
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Item Notes:

Supplier Notes:

Response Total:	\$0.00
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Web Design & Development Proposal

Prepared for: Pinnacle Bank Arena
Prepared by: carbonhouse, inc.

December 10, 2013

Brandon Lucas
carbonhouse, inc.
5727 Westpark Drive, Suite 108
Charlotte, NC 28217
704.333.5800, #203
blucas@carbonhouse.com

Executive Summary

At carbonhouse, it's not by coincidence that we have more than a hundred facility clients across the globe. Developing venue websites is not our part-time gig; carbonhouse's team is dedicated full-time to providing the best interactive solutions for arenas, performing arts centers and convention centers. One such solution is our industry-exclusive FACEBOOK FAN CONNECT, dynamically feeding your event information, including photos and videos, to your venue's Facebook fan profile, and allowing venue-website visitors to add events to their profile and share with their friends.

At carbonhouse, we thrive on the pressure of building high-profile sites that welcome millions of visitors. A well architected site for Pinnacle Bank Arena must engage and inform patrons, ticket buyers, current and potential sponsors, promoters, and members of the community. It must also serve facility staff as a lasting tool for branding, marketing, and developing web sponsors and partnerships. Combining carbonhouse's industry experience and award-winning designs with our own Showtime content management system, built specifically for venue websites, Pinnacle Bank Arena will have a visually stunning, intuitively interactive website that is simple for staff to maintain and update. The ease of use of our Showtime platform allows Pinnacle Bank Arena staff to concentrate on the big picture--Booking Events and Selling Tickets.

A new website for Pinnacle Bank Arena will include, but not be limited to, the following features:

- › New Custom Design
- › Our Showtime Content Management System, built exclusively for facilities
- › Intuitive Digital Marketing Dashboard for easy event administration and website management
- › Event and news release database with automated announcing/on-sales and news archive
- › Ad Rotators and Promotional Spaces to promote sponsors, premium seating, partner hotels, & special offers
- › Analytics software to better analyze and market to consumers
- › Ability for audio, video and photos
- › Friendly URLs and meta tag/description management for better SEO Management
- › Site Searching Engine powered by Google
- › Add Event to Calendar functionality
- › YouTube & Vimeo Video integration for events & pages
- › Twitter, Facebook Widget, Blog RSS integration
- › Social networking bookmarks that allow events to be bookmarked and shared on social networks
- › RSS feeds for events and news
- › Industry-leading hosting with scalable growth and failover capabilities
- › Comprehensive, on-going training and technical support
- › Space rental section with slide show and request information form
- › Request Information form
- › Ability to link to external premium seating content management system

Showtime CMS

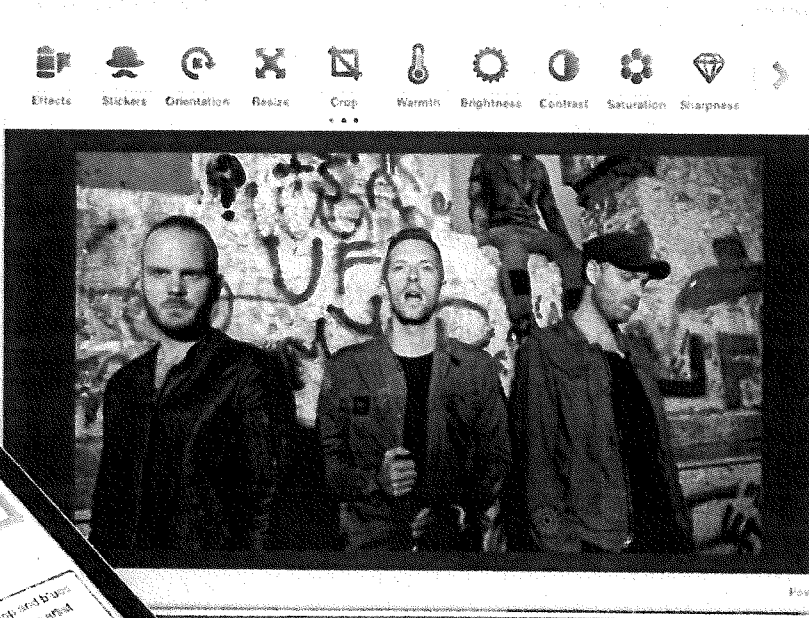
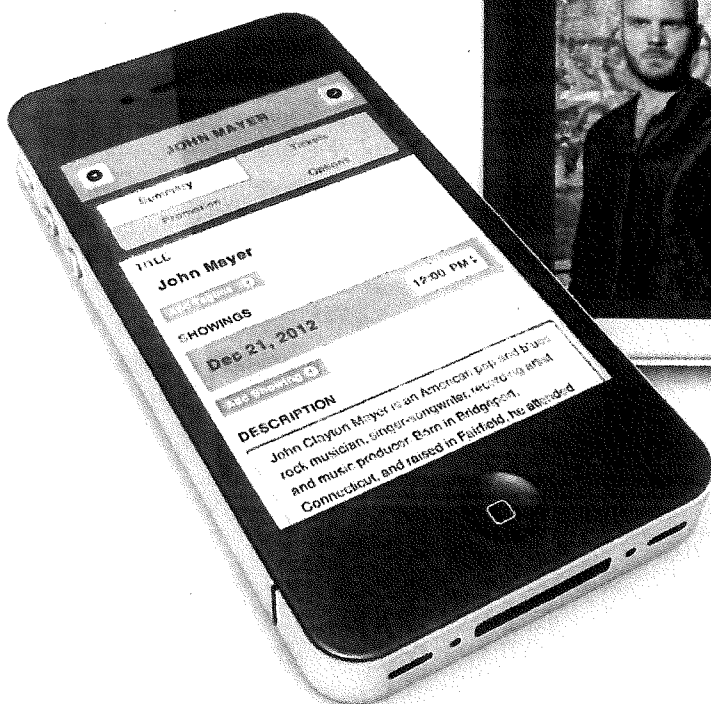
Event Marketing Dashboard at Your Fingertips

Showtime Content Management System can be accessed anywhere, anytime with an internet connection. It can even be managed from a smart phone. It is the all-encompassing event-marketing platform.

In 2012, we redesigned and rebuilt our Showtime CMS from the ground up. The tools that help our venue clients keep their sites and social media up to date are even better and more efficient.

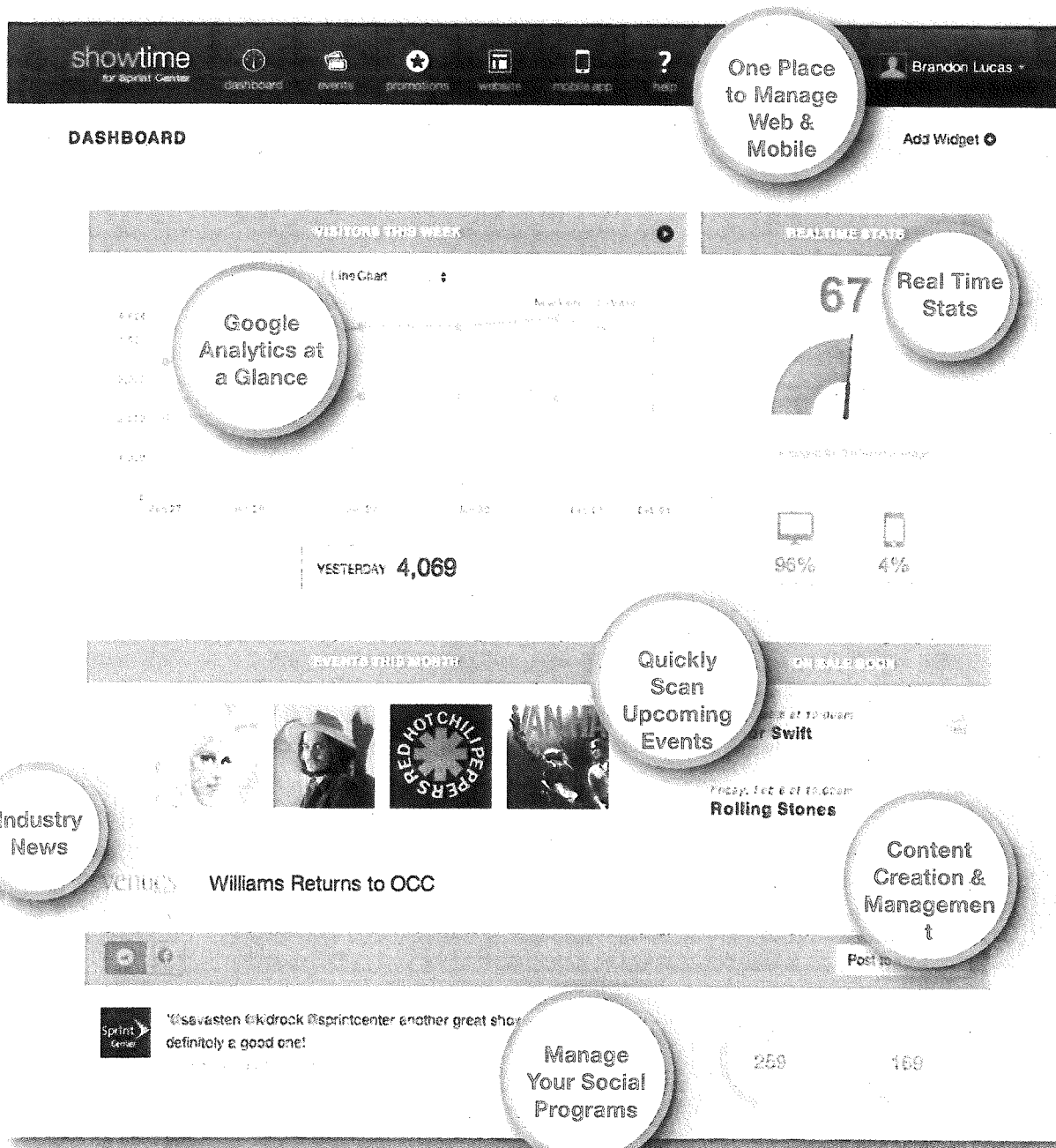
Showtime makes it easy to view and manage upcoming events and news, review the latest website analytics, update twitter and Facebook feeds, drop in photos, edit text, add pdf's, update calendars, add and manage pages, and change partners and promotions. Mobile versions and apps are completely integrated within Showtime and require no redundant content changes.

SHOWTIMETM
by carbonhouse



Showtime CMS

Event Marketing Dashboard at Your Fingertips



What They're Saying

Our Clients Say It Best.

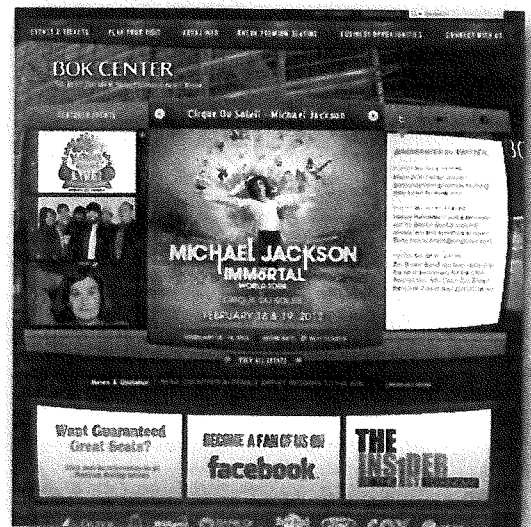
"We all know how difficult and tedious it can be working with HTML coding. With carbonhouse's Showtime, it makes building and maintaining a web site easy and headache free. Best of all, it isn't hard to learn. Brandon and the rest of his staff have always been more than willing to help out with any of our needs. If I had to start a new web site tomorrow, I would hope that carbonhouse's Showtime would be its supporting system."

"Showtime is fantastic! carbonhouse has created a powerful, intuitive, first-rate product that is simple, versatile and well thought out. They've made our web site easy to maintain and the end result looks great."

"It allows us to save time and money because Showtime is user friendly. Our marketing department is able to make changes, add photos and update the web site in real time without having to depend on an outside company or additional staff to manage it. It is so easy even an intern can do it."



Bergen Performing Arts Center



BOK Center

Process

Discovery

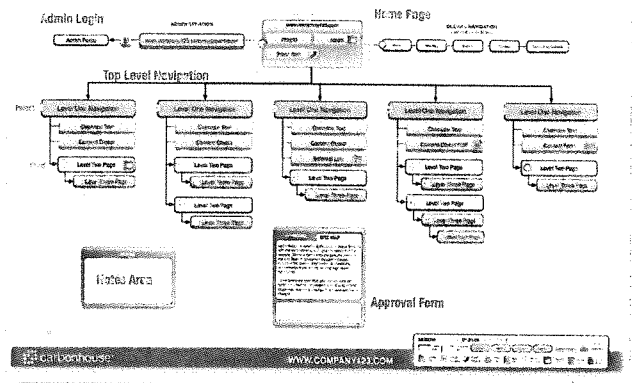
carbonhouse will utilize a number of steps to ensure successful design and development for the Pinnacle Bank Arena website.

carbonhouse will first work to understand and document your facility's overall marketing and technical goals and objectives. The purpose of the Discovery Phase is to allow the carbonhouse team to gain as much knowledge as possible about your venue, your brand and your target audience. It is important to build a solid foundation of business, design, technology, and user requirements to accurately represent the Pinnacle Bank Arena experience.

Functional Requirements

carbonhouse will conduct a requirement-gathering exercise aimed at detailing the functional components and architecture of the website. This includes:

- » Stakeholder Research
- » Content Management/Database Needs Assessment
- » Competitive Research
- » Material Review, including brochures, past Internet discovery documents, competitive websites (identified by Pinnacle Bank Arena) and other marketing collateral

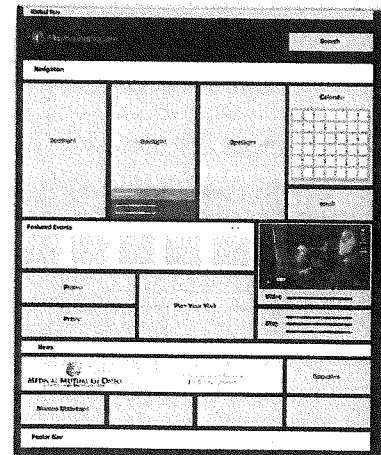


Sitemap

To address the need for intuitive and streamlined navigation and usability, a series of sitemapping exercises will be performed. The sitemap represents a high-level flow chart, outlining every page in the site to show how visitors get from one page to the next.

carbonhouse will gather any existing sitemapping materials and develop a site structure that defines the various pockets of information for the new site and accommodates current and future additions to the site.

In addition to the sitemap, we may utilize a series of wireframe layouts to determine roughly where specific content objects will reside within each section's pages.



Process

Design

carbonhouse understands the important role that proper design and architecture will play in this project.

Following approval of the sitemap, carbonhouse will design for review one (1) custom concept with two (2) design iterations for your site. Pinnacle Bank Arena will be asked to select a direction, which will be further refined through two (2) additional rounds of revisions. Changes beyond round two of revisions will incur additional costs.

carbonhouse knows your audience and we design for them. carbonhouse follows proven web design guidelines. Our designs will be custom, informative and engaging. The "look and feel" of the Pinnacle Bank Arena site will create a dynamic environment to meet the expectations of your customers, sponsors and facilities managers.



Design Example



Design Example

Process

Development

In the Development Phase, carbonhouse will construct the website for Pinnacle Bank Arena.

HTML Production

Following the approval of the design layouts, carbonhouse will proceed to the programming stage. The programming languages we will utilize may include, but are not limited to, HTML, DHTML, CSS, Javascript, ActionScript, and PHP in order to convert the layouts to fully functioning web pages.

Showtime CMS

Showtime™ Content Management System (CMS) is a carbonhouse-exclusive content management system developed exclusively for facilities. As part of the development, carbonhouse will implement Showtime CMS for the website. This CMS will allow facility staff to add, edit and delete content within the website. This will be accomplished through a password-protected, web-browser interface. This system will be included as part of a monthly license fee included in the proposed budget.

Testing

Quality and assurances are important to carbonhouse. As such, carbonhouse undertakes an extensive testing checklist prior to client website launch. The new website will be tested for web browser compatibility with the following current dominant web browsers and plug-ins:

- ▶ Internet Explorer (Last two released versions only). Compatibility with IE8 is not included.
- ▶ Latest Released Firefox Version
- ▶ Latest Released Safari Version
- ▶ Latest Google Chrome



Indiana University Auditorium
www.iuauditorium.com



Sprint Center
www.sprintcenter.com

Process

Deployment

Training

After testing, carbonhouse will begin training to ensure venue staff is proficient in updating content on the new website. A dedicated trainer will provide two (2) one-hour online training sessions to get venue marketing staff up and running in a short amount of time.

Roll-Out

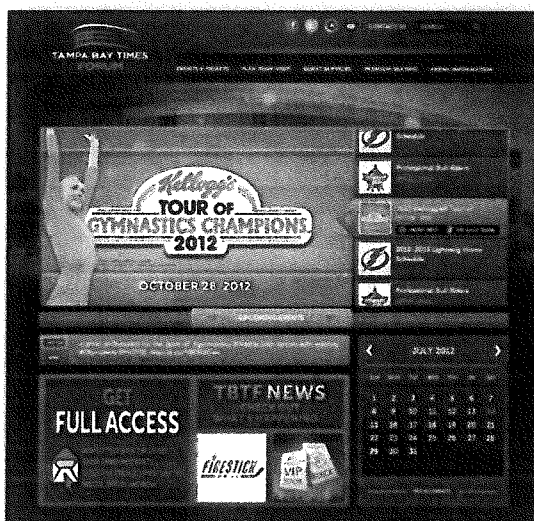
Upon completion of training, carbonhouse will move the files to a permanent hosting location in preparation for the website launch.

Hosting

Pinnacle Bank Arena cannot afford any website downtime. All carbonhouse websites are hosted on the latest server technologies and secure data centers including staging and productions servers for optimal testing, and redundant data centers.

Support

After launch, carbonhouse provides **unlimited** training and technical support.



Tampa Bay Times Forum
www.tampabaytimesforum.com



US Airways Center
www.usairwayscenter.com

Social Media

We know best practices when it comes to using Social Media as a marketing tool. We work with our clients to provide the tools and develop the strategies they need to experience the full impact Facebook, Twitter, and YouTube can have on ticket sales, sponsorships, and bookings. All of your social media tools are seamlessly integrated into your Showtime content management system.

Facebook Integration with FanConnect™

Integrate Facebook into your site and feed events, event photos and videos directly to your Facebook Fan Page. Allow fans to view their friends attending events. Add events to profiles.

Exclusive Facebook Event Integration—Only at carbonhouse



Venue Website

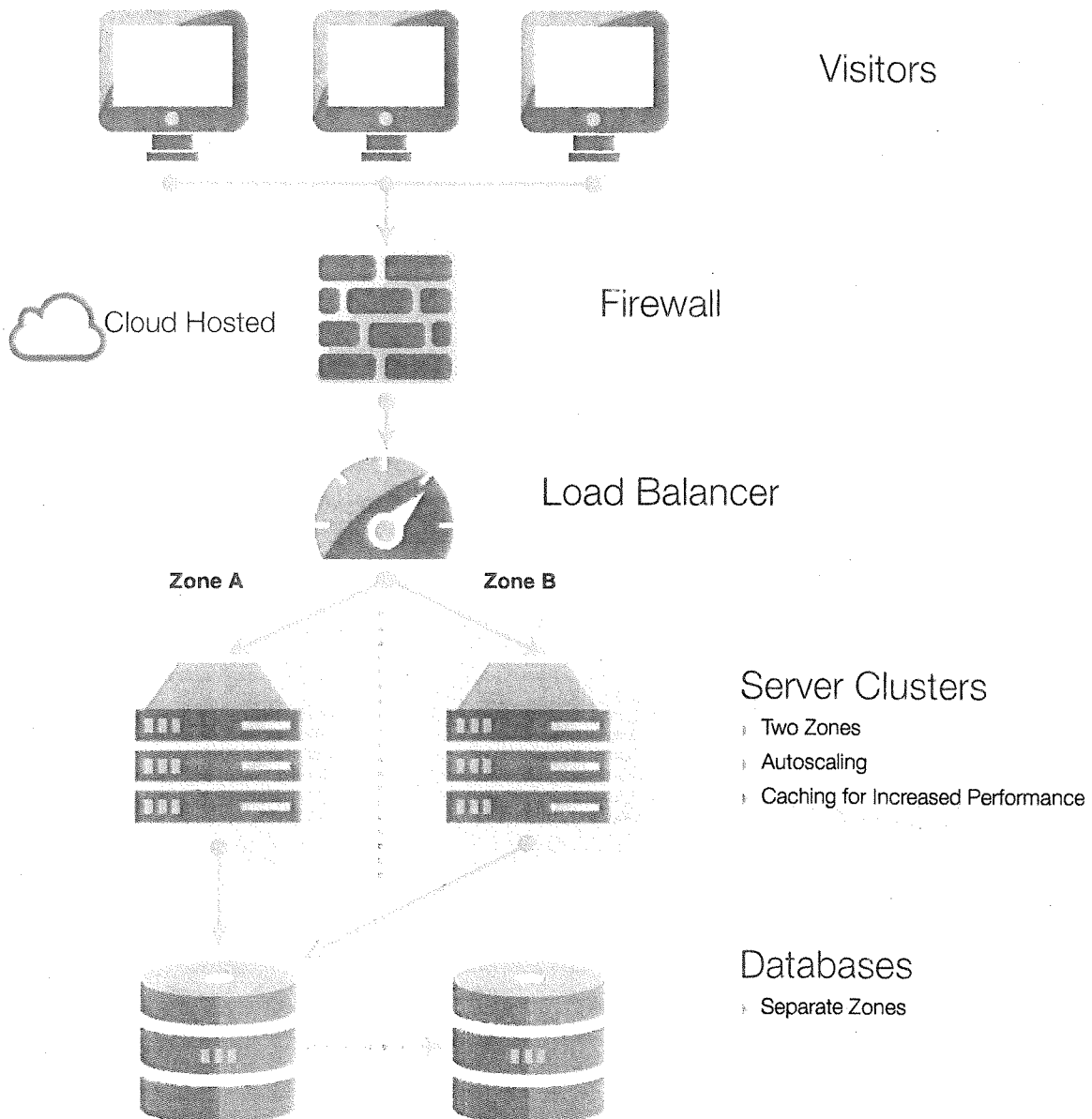
Facebook Event
RSVP Widget

Venue Facebook
Event Page

CONFIDENTIAL

Worry-Free Hosting

A venue can't afford any downtime; we understand this from providing worry-free hosting to more than 70 million guests at our client websites. Our infrastructure includes multiple redundancies and contingency plans for every scenario. Our servers automatically autoscale to provide the highest level of service, regardless of the traffic level.



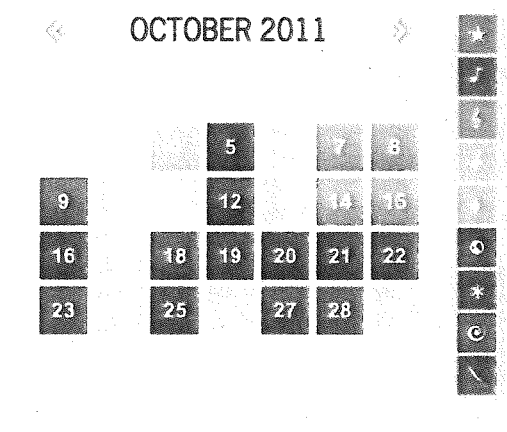
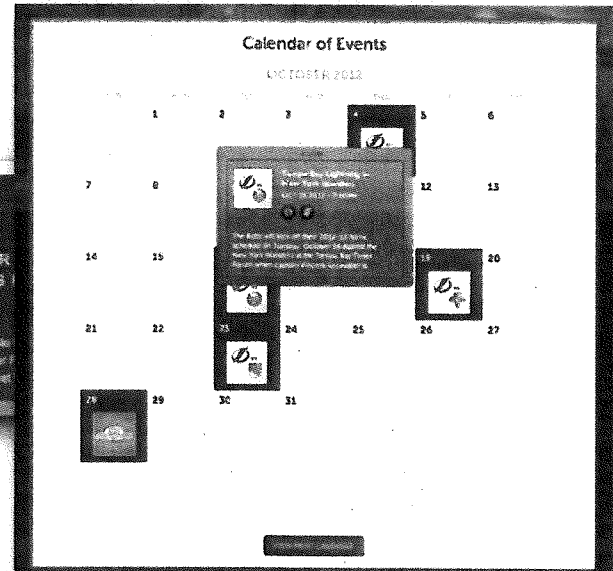
Interactive Event Calendar

A dynamic, informative calendar of events is key to attracting website patrons. carbonhouse builds calendars that allow custom options to be integrated within Showtime; adding events is quick and simple, and the results are effective. Your guests will continually look to your calendar as an information resource.

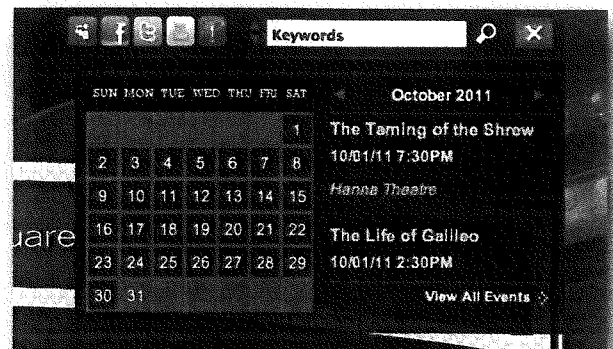
Slide-Out Calendar



Full Page Calendar



Filtered Calendar



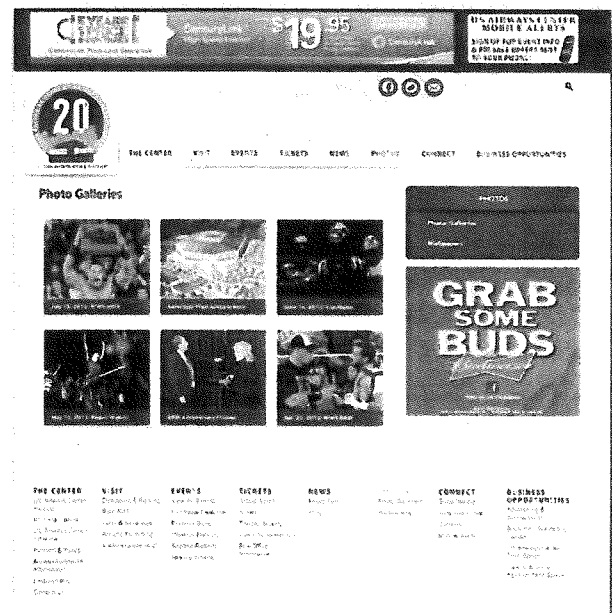
Overlay Calendar

Advertising

Since 2009, carbonhouse has provided our clients with strategic direction in increasing revenue by monetizing website visitor impressions. Our design and technology teams work hand-in-hand with venues to create programs that support their partners.

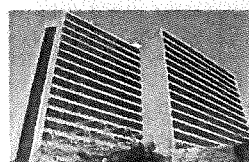


Philips Arena



US Airways Center

Official Host Hotel Of BOK Center



BOOK YOUR STAY

DoubleTree Hotel Tulsa[®] Downtown

616 W. Seventh St
Tulsa, OK 74127

Reservations: 1.918.587.8000

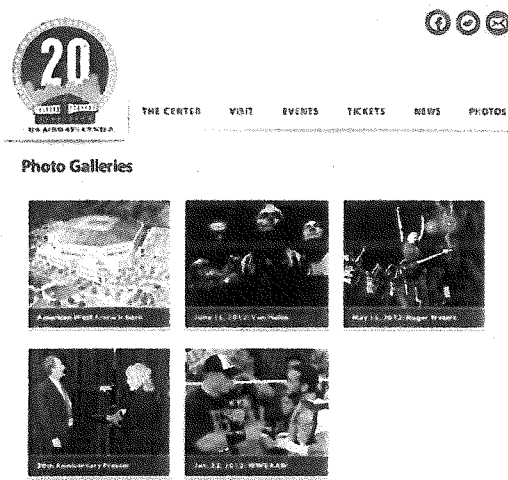
Fax: 1.918.587.3301

Doubletree Hotel Downtown features luxurious Tulsa accommodations, convention and meeting facilities,

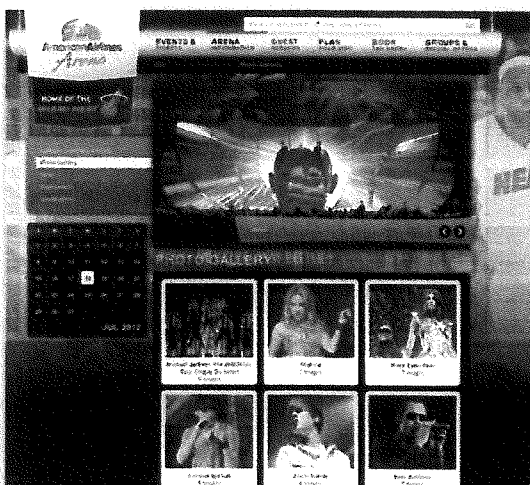
BOK Center Hotel Sponsorship

Photo Galleries

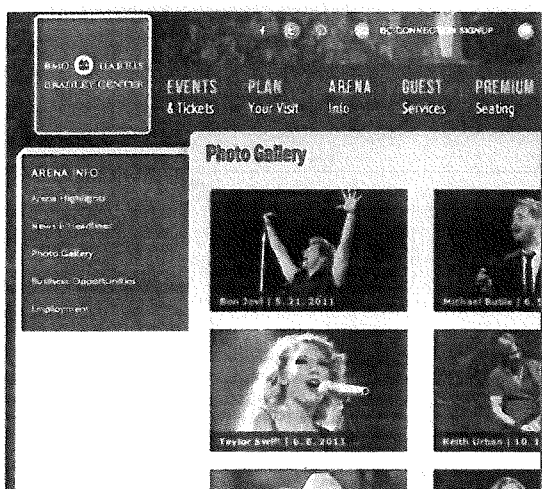
carbonhouse's integrated interactive photo and video galleries help our clients capture the excitement of the live-event experience. Conveying the spirit of your events encourages fan engagement and demonstrates the importance of Pinnacle Bank Arena to your community.



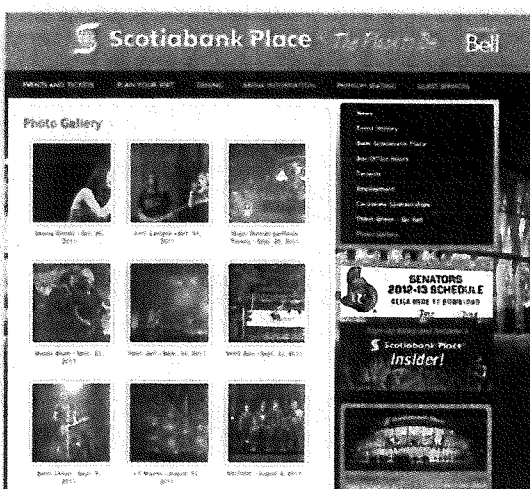
US Airways Center



American Airlines Arena



Bradley Center

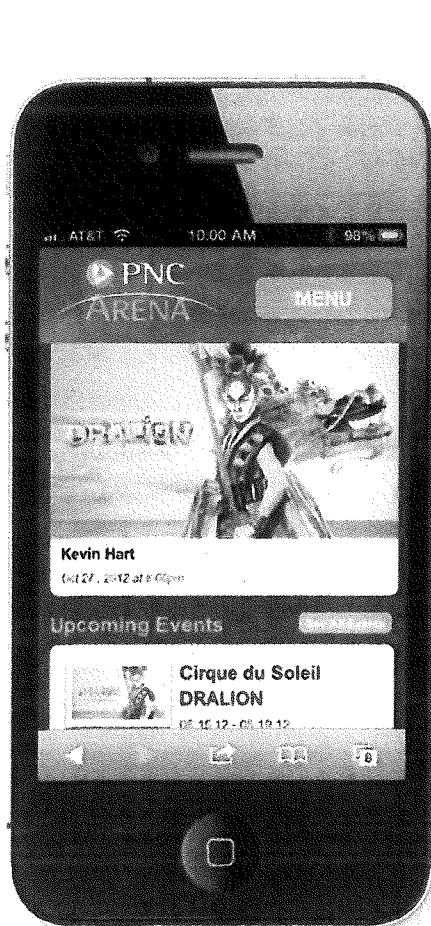


Scotiabank Place

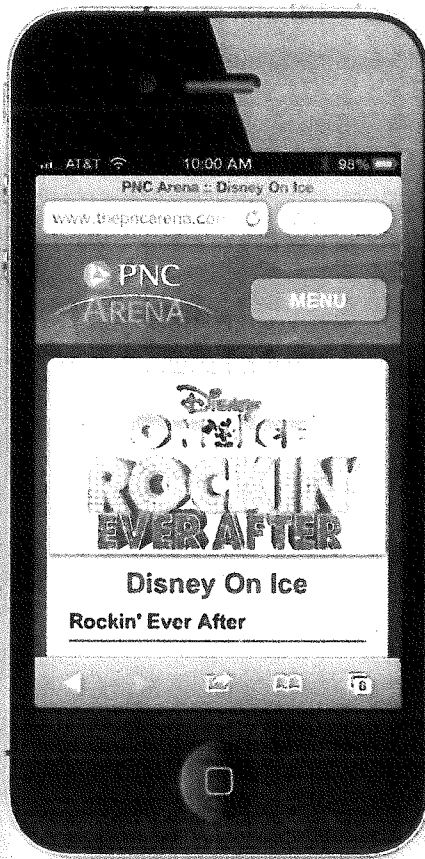
Mobile Website Version - Standard

Using their iOS, Blackberrys, or Android devices, your guests can have access to a mobile-formatted website. Our system automatically detects mobile devices and sends guests to mobile-friendly pages. This system requires NO duplicate entry of content for Pinnacle Bank Arena staff, allowing you to effortlessly market to the fastest-growing audience on the web. carbonhouse has implemented mobile solutions for clients across North America. Our solutions allow your mobile version to:

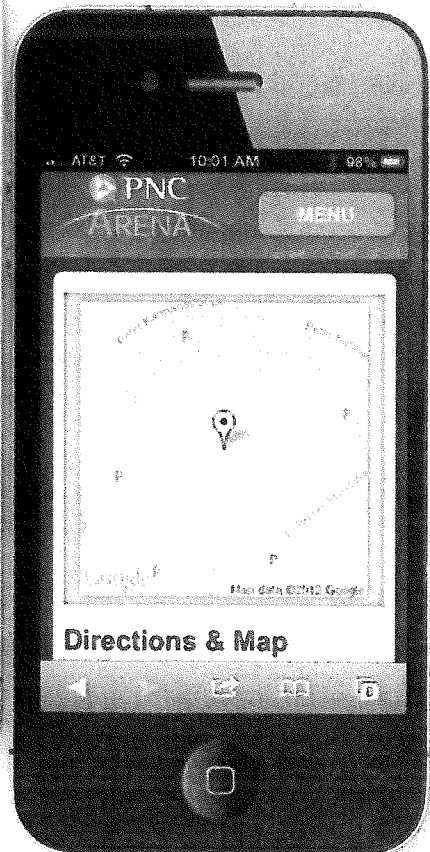
- ▶ increase ticket sales to mobile customers
- ▶ provide mobile-integrated interactive directions



▶ Home Page



▶ Event Page

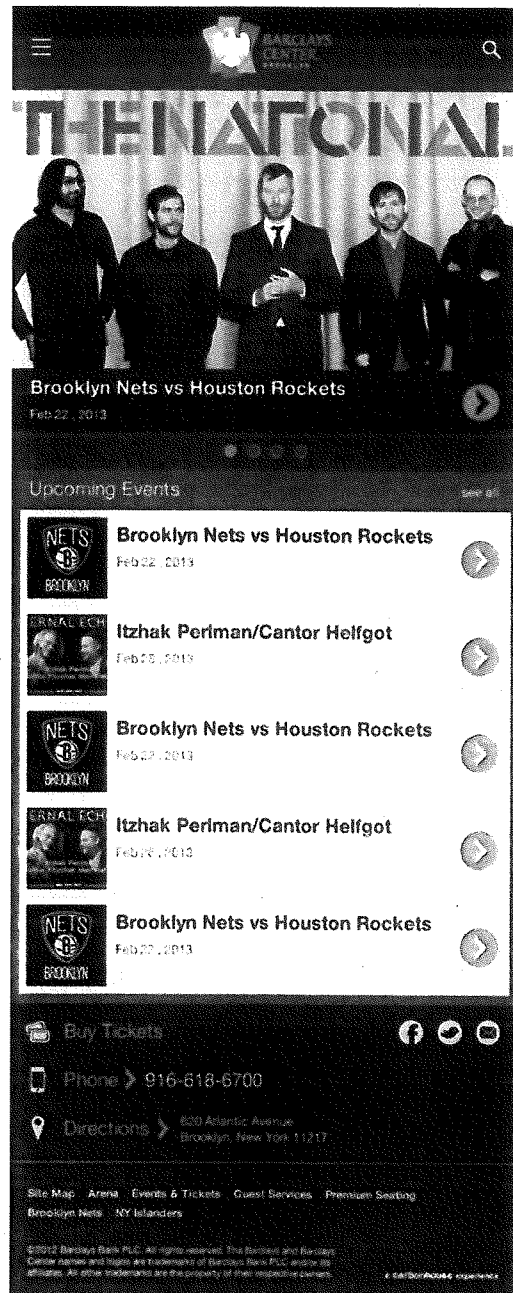


▶ Directions & Parking Page

Mobile Website Version- Enhanced

With the increasing incidence of customers utilizing their mobile devices to access venue websites, carbonhouse saw the need to offer our clients a new, upgraded mobile website option. In 2013, we introduced enhanced mobile website version. Features include:

- ▶ HTML5 formatting
- ▶ Slide-out menu
- ▶ Slide-down search bar
- ▶ Enhanced event detail pages including video and slide show capability
- ▶ Screen swiping with touch capabilities



APPS FOR VENUES™

by carbonhouse

Featuring state-of-the-art iPhone & Android apps

Engage your fans and sell more tickets with the ONLY iPhone and Android platform built exclusively for your venue's fans. We do the work for you.

There no complicated or hidden costs with 100% integration with Showtime CMS - the content and event management system built by carbonhouse.



STANDARD FEATURES

Choose From a Number of Venue-Focused Design Themes

Automatically Pull Events from your Showtime CMS

Notify Fans Immediately via Real-Time Push Notifications of Events, On Sales, Ticket Releases and Promotions

Publicize Your Comprehensive Event Listing Calendar

Featured Events Home Page with Images & Video

Event Details with Photos and Video capabilities, Genres, Streaming Music, iTunes and Amazon Track Purchases

Immediate Sharing of Events with Facebook, Twitter and Email to Friends Integration

Feature Special Offers with Promotional Graphic Upon Application Launch

Provide Up-to-Date News

Include Revenue-Generating Sponsorship Pages that including Sponsor Listings and Links

Display a Dramatic Photo Gallery

Provide a Captivating Video Gallery

Seating Section Featuring Multiple Seating Charts

Interactive Directions Powered by Google Maps

ADDITIONAL OPTIONS AVAILABLE PER PLATFORM

Personalization Package

Personalized Event Genres

Push Notifications Based on Personal Preferences

QR Reader

Interactive Visitors Guide

Google Powered

Integration of Parking, Hotel and Restaurants

Ability to Easily Add New Entries and Changes

Available for Sponsorship

Expanded Sponsorship Section

Sponsor Logo on Launch and Navigation bar

Interactive Concourse Maps

Customized Vendor Points and Menus

Require additional features not listed above?
Contact carbonhouse for custom pricing.

CONFIDENTIAL

References

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816.283.7315

Casey Sparks

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Pensacola Bay Center
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213-742-7383

Pricing

Website Design and Development Fee

Website for Pinnacle Bank Arena

\$16,000 set-up

On-going Monthly Fee

\$600 per month

Includes **unlimited** hosting, Showtime CMS license, and **unlimited technical and training support**. Additional development requests, including database changes and design, will be quoted and billed at the current rate card.

Three-year term agreement. Design & Development Payment is 50% at project start date, 25% at design approval, and remaining 25% at project completion. Any requested travel will be billed to client at mutually agreed terms. Maintenance and special programming services above and beyond those described in the project scope will be billed at \$175 per hour. Additional billing will be disclosed before work is started.

Showtime Digital Marketing Dashboard	INCLUDED
Social Feeds	INCLUDED
Mobile Website Version - Standard	INCLUDED
Mobile Website Version - Enhanced (Adaptive Design)	\$7,500 set-up
Social Bookmarks	INCLUDED
Add Event to Calendar (iCal/Outlook/Google calendar)	INCLUDED
Twitter, Facebook Widget, Blog RSS feed Integration	INCLUDED
YouTube Video Integration to events/home page	INCLUDED
Large Event Calendar (visual interactive event calendar)	\$1,000 set-up
Fan Connect w/ Facebook Integration	\$1,000 set-up
Interactive Visitors Guide	\$1,500 set-up
Home Page Overlay	INCLUDED
Contest System	\$1,000 set-up
Apps for Venues - iPhone & Android Apps	Starts at \$10,000 Set-Up, plus \$399 per month
Employment Center	\$1,000 set-up, (optional: +\$1,000 job application with database storing
Suite Food Ordering System	Starting at \$3,000
Suite Guest RSVP System	Starting at \$2,500
Additional Design Concepts	\$2,000 each

Project Timeline

Based on carbonhouse's experience with similar projects, below is an estimated timeline for completion of the Pinnacle Bank Arena website project.

Upon approval to proceed, we will review and agree upon all milestone dates, which may be impacted by the start date and other factors (holidays, etc.). Any delay in approval of sitemap, wireframes and designs may impact the site completion date. CHANGES POST CLIENT APPROVAL OF ANY PHASE WILL BE CONSIDERED OUTSIDE OF SCOPE AND BILLABLE.

Phase	Description	Time Required
project kickoff	project start (conference call)	1 week
phase one	website architecture & sitemap	2 weeks
phase two	visual design	3-4 weeks
	supply / generate content	
phase three	website development & testing	4 weeks
phase four	deployment	1 week
	training & website set-up for hosting	pending approvals

Ready to Work

carbonhouse has a keen understanding of the importance of both your technical requirements and your branding and marketing issues. We are eager to partner with Pinnacle Bank Arena to support your website development needs.

Specifications
Website Development, Design and Hosting Services
PINNACLE BANK ARENA

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln (hereinafter referred to as City) is requesting proposals for the design, development and hosting of the website for Pinnacle Bank Arena.
- 1.2 Vendors shall submit RFP documents and all supporting material via the City of Lincoln e-bid site.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 1.3.2 No direct contact is allowed between Vendor and City or SMG staff throughout the bid process regarding this RFP.
 - 1.3.2.1 Failure to comply with this directive may result in Vendor proposal being rejected.
- 1.4 Vendor may provide the basis for payment for services provided if a contract is awarded as part of their response.
 - 1.4.1 Progress payments based on project markers throughout the process will be allowed.
- 1.5 Vendor must provide a timeline for the start and completion of the project as part of their response.
 - 1.5.1 Timeline shall be included in the response which is typed on company letterhead and attached to the Response Attachment section of the ebid response.
- 1.6 The awarded contract will provide that any material designed specifically to meet the Pinnacle Bank Arena project and needs, or any modifications to existing materials for the project will become the property of Pinnacle Bank Arena over which it shall have exclusive property rights.

2. EVALUATION AND AWARD INFORMATION

- 2.1 Proposals will be evaluated on qualifications and price and be awarded based on the following factors:
 - 2.1.1 Experience working with venue websites as described in this proposal.
 - 2.1.2 Examples of current venue websites which perform according to the Specifications and industry standards for website design.
 - 2.1.2.1 Vendor will be required to give web addresses and demonstrate abilities of websites that are currently being used for similar venues.
 - 2.1.3 Total cost of design and development for each site.
 - 2.1.4 Total monthly cost for hosting the Pinnacle Bank Arena site.
 - 2.1.5 Ability to meet the requirements outlined in these specifications and any other documents attached to the RFP in the ebid system.
 - 2.1.6 Providing a complete response as requested in these Specifications and the documents attached to the ebid.
 - 2.1.7 Ability to complete each project in the time frame as proposed.
 - 2.1.8 Ability to effectively communicate the design, development and hosting of the site in a personal interview if requested by the Evaluation Team.

3. **PINNACLE BANK ARENA WEBSITE REQUIREMENTS**

- 3.1 Vendor shall provide a proposal which will outline their approach for the design, development and hosting of a website for the Pinnacle Bank Arena.
 - 3.1.1 Proposal information shall be typed on company letterhead in a professional manner and attached to the Response Attachment section of the ebid response.
 - 3.1.2 **Proposal must be clearly titled Pinnacle Bank Arena Website Design on the cover sheet.**
- 3.2 Vendor proposal must provide one custom concept with two (2) design iterations.
- 3.3 Vendor must provide a monthly hosting service which includes unlimited hosting, Content Management System license and unlimited technical and training support.
 - 3.3.1 Vendor hosting services must include at least one hour per month of design and database support.
 - 3.3.2 Website must be hosted on latest server technologies and secure data center including staging and production servers for optimal testing and redundant data centers to provide highest level of service, regardless of traffic level.
 - 3.3.3 The term for hosting services will be for an initial period of three (3) years with an option for three (3) additional one (1) year renewals upon mutual consent by all parties.
- 3.4 Vendor must provide timeline for completion and deployment of web site within 12 weeks of project start date.
- 3.5 A Site Map shall include a flow chart outlining every page in the site to show how visitors get from one page to the next and accommodates current and future additions to the site
- 3.6 A Digital Dashboard is required for easy internal event administration allowing staff to add, edit and delete content within the website through a password-protected, web-browser interface
- 3.7 Web Site must have browser capability with IE 8 & 9, latest release of Firefox, Safari, and Chrome.
- 3.8 Product must have web accessibility with inclusive design practices to provide ease of use for disabled website visitors.
- 3.9 An event and news release database with automated announcing/on-sales and news archive is required.
- 3.10 Site shall have ad rotators and promotional spaces to promote sponsors, parking, group sales events.
- 3.11 Site shall have website analytics.
- 3.12 Site shall have a space rental section with slide show and request information form.
- 3.11 Site shall have the ability for audio, video and photos.
- 3.12 Site shall have friendly URLs and meta tag/description management for better SEO Management.
- 3.13 Site shall be a Mobile Web site version (not app).
- 3.14 Site shall have Social Networking Bookmarks that allow events to be bookmarked and shared on social networks.
- 3.15 Site shall be have an add event to Calendar (ical/Outlook/Google calendar) option.
- 3.16 Site shall have Twitter, Facebook Widget, Blog RSS Feed Integration.
- 3.17 Site shall have YouTube & Vimeo Integration for events and pages.
- 3.18 Site shall have a Large Event Calendar (visual interactive event calendar).
- 3.19 Site shall have Facebook Connect which dynamically feeds event information, including photos and videos to venue's Facebook fan profile and allowing venue-website visitors to add events to their profile and share with their friends.
- 3.20 Site shall have an Interactive Visitors Guide.
- 3.21 Site shall have Home Page Overlay.
- 3.22 Site shall be able to add pdfs and drop in photos.

- 3.23 Site shall have a Contest System and slide show capabilities
- 3.24 Site shall have a request information form.
- 3.25 Site must link to external premium seating content management system.
- 3.26 Vendor shall provide a per hour cost for Maintenance and Special Programming services above and beyond those described in these specifications or other proposal documents in the event that additional work is requested of the Vendor during the term of the contract.

4. **SUBMITTALS**

- 4.1 **Section 1 - Summary**
A summary of the proposal for website design; including a brief description of the scope of the project. Identify any particularly challenging aspects of the project or issues of which we need to be aware.
- 4.2 **Section 2 - Respondent Expertise**
Description of the proposer's experience working with public venues and libraries and website development projects of similar size.
- 4.3 **Section 3 - Proposed Work Plan / Development Timeline**
Detailed descriptions of the planned approach that would be taken by the proposer addressing the audience, design elements, and functionality requirements noted in the Specifications and RFP documents.
- 4.4 **Section 4 - Cost**
A comprehensive and detailed budget listing all costs and reimbursable fees to be paid to Awarded Vendor. Include costs for training team members, "train the trainers," and software maintenance fees, if applicable. Include creation of home page and one internal page for each main area of the site. All other fees associated with a similar size public venue.
- 4.5 **Section 5 - Contact Information**
Name, address, telephone number, email address of the proposed Team Leader must be included in the proposal.
- 4.6 **Section 6 - References**
Provide contact names, company names, telephone numbers and email addresses for three (3) references of projects of similar type, size and scope.
- 4.7 Vendors shall include any other information that is requested throughout the specifications or bid documents or any other information which may be deemed appropriate for the selection of a Vendor.
- 4.8 **PLEASE NOTE: YOU MUST TITLE YOUR PROPOSAL TO THE PROJECT YOU WISH TO SUBMIT TO.**

5. **PROPOSED SCHEDULE**

November 22	RFP Release
December 6	Question Deadline
December 11	RFP Responses Due
December 13-17	Evaluation and Questions
December 18	Contract Negotiations and Issuance
December 23	Contract Returned to City from Vendor
January 1	Contract Execution

- 5.1 All dates are tentative and based on the number of respondents, personal interviews and other factors associated with the award of contracts.

ADDENDUM #1

Issue Date:12/06/13

SPECIFICATION NO.13-304 FOR

Website Design & Development Pinnacle Bank Arena and Lincoln City Libraries

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

LIBRARY QUESTIONS AND ANSWERS

1. Do you already have a chat program set up for the site, or do you have any preference/ideas on what application is used?

We use a service called Mosio, which has an embedded widget (the green "Ask a Question" tab at the right side of most pages in the current site); we anticipate that we will continue to use this.

2. What were your thoughts on how library patrons would be directed in their homework? Were you thinking this could be a use for the librarian chat? How about "attend a program", "participate in storytime"?

The chat feature is one aspect of homework assistance. We also have a live homework assistance program called Homework Helpnow which is provided by a third-party service; this is something that just requires a link (via our proxy server).

For the foreseeable future, virtual program and storytime "attendance" would consist of posting videos of our events to our YouTube channel and embedding these on the website.

3. What were your thoughts on the blogging community layout? Would there be different blogging categories, similar to a forum? Or just one large blogging opportunity for users to share their reading experiences?

There will be multiple blogs with different focuses and audiences. See our current list of blogs at <http://www.lincolnl libraries.org/blogs/> Some of these will be dropped and others will continue (and perhaps have existing content migrated to the new site?), and there may be new ones started. Note that

some of these are on third-party platforms; we are currently evaluating whether that practice will continue or not.

4. Are there any restrictions on the downloadable items? Will the user need to have an account, are they free downloads, will there be a limit on how many times they can download an item, can two people download the same item at the same time?

Downloadable books and audiobooks, magazine articles, streaming music, and other kinds of online content are provided by various third-party services we contract with and that we will link to (in some cases, again, via our proxy server). A list of these resources is available at <http://webpac.lincolnlibraries.org:2048/login>

5. When you mention "subsites", I think about the Linc for Kids and Teen Café area the site currently contains. I notice these areas have the same template, but utilizing different template colors. The header is different for Linc for Kids and both of these subsites contain different content. Overall the menu setup is the same and the overall layout of the pages stay the same. Is this correct in your thinking for subsites within the future site?

Yes.

6. Typically templates that are responsive will change the whole menu into a box with three horizontal lines when viewed on a mobile device. When this button is clicked it shows the menu vertically. Will this be ok? An example is here: <http://demo.rockettheme.com/wordpress/?theme=chapelco>. If you view this on a desktop, then slowly make the width of the page smaller you will see the changes to the template. When you make the browser about 2 inches wide, you will see what it would look like on a mobile phone. Notice the box with horizontal lines in the upper left.

Something along those lines is what we have in mind.

7. Can you provide a list of third party software you are using that you WOULD want to integrate into the sites look and feel (page 2)?

<http://lincoln.lib.overdrive.com>

<http://library.booksite.com/7142/>

Modification of these sites to match the new site will be done after the fact by Library staff in cooperation with the third party vendors.

8. How many subsites would you want initially and do they currently exist in the site?

Sites corresponding to the following will be needed:

<http://www.lincolnlibraries.org/Kids/>

<http://www.lincolnlibraries.org/Teens/>

Sites corresponding to the following *may* also be needed; this is still under consideration:

<http://www.lincolnlibraries.org/depts/polley/>

<http://www.lincolnlibraries.org/depts/hr/>

<http://www.lincolnlibraries.org/depts/bookguide/>

9. How is the site currently connecting into the Library Catalog for the Search bar?

This is a simple search form with parameters that the Library can provide when needed. Since our catalog software is subject to change, Library staff will need to be able to modify this code at some point in the future.

10. You State that the CMS must be a Wordpress, Joomla, or something 'readily available'. Would you consider a proprietary .Net system? Would the focus for a proprietary system to have tools and architecture built specifically for local government have any bearing on this decision?

No.

11. How do you envision <http://webpac.lincolnlibraries.org:2048/login> being brought into the main site? Via a link, or within a page of the new site?

A link is all that is needed.

17. Can firms from outside the United States submit a proposal?

Yes

18. Are on-site meetings required?

Yes they are for the Library site. The number of meetings is not known at this time.

19. Can we submit our proposals via email?

No. All submissions must be completed through the City ebid system.

PINNACLE BANK ARENA QUESTIONS AND ANSWERS

1. *We don't feel comfortable releasing the costs involved with prior web development projects. Is this item absolutely required for the submission?*

Please follow the instructions listed for a proposal submission. This information can be stamped confidential and will not be shown to any other Vendors or the public if that is what concerns your company. It is being requested in order to determine if a fair and reasonable price is being provided.

2. Can you tell me how much technical support time the current website's users are requiring currently? Will you please tell me how many users will be involved with this website project so we can get a better idea of what "unlimited training support" might entail?

Technical support can run up to one hour per month. PBA will have up to three users.

3. Can you please tell me where the current site is hosted and what type of hosting arrangement your current site has?

The City does not believe that the information you are requesting is relevant to the submission of your proposal.

4. Can you please give me more details on what an event and news release database with automated announcing/on-sales and news archives is and what you want to have delivered specifically? Examples?

The dashboard needs to provide the capability of automated scheduling announcements of shows to go live on the web site (no manual scheduling needed).

5. Can you please give me more details on what Interactive Visitors Guide is and what you want to have delivered specifically? Examples?

It's a Google Map that folks can plug in their home address and it will provide them with directions to Pinnacle Bank Arena.

6. Can you please give me more details on what Home Page Overlay is and what you want to have delivered specifically? Examples?

Please visit BOKCENTER.COM and click on top right portion of page where it states "Customize" for an example. You can have the background image change to support tenants.

7. Can you please give me more details on what a Contest System is and what you want to have delivered specifically? Examples?

Contest system consists of a form for people to provide their information and marketing department can print out entries or be able to have the system pull a winner.

8. Will this web site replace the current pinnaclebankarena.com? If so, in what ways is the current site deficient? Who created the current web site?

New web site will replace current web site. Current web site does not contain the features we are asking for in the RFP.

9. Please go into detail for the Digital Dashboard (3.6)

Digital Dashboard is another name for the web site content management system and it allows the PBA Marketing staff to add, edit and delete content within the website and can be accessed anywhere with Internet. This can be accomplished through a password-protected, web-browser interface.

10. Will the event and news release database be populated by Pinnacle staff?

Yes. In what format were you thinking of showing this information? (3.9) PDF

11. Who would be authorized to add an event to the calendar? (3.15)

Pinnacle Bank Arena Marketing Department

12. What would an Interactive Visitor Guide entail? (3.20)

It's a Google Map that folks can plug in their home address and it will provide them with directions to Pinnacle Bank Arena.

13. How would you describe a Home Page Overlay? (3.21)

Please visit BOKCENTER.COM and click on top right portion of page where it states "Customize" for an example. You can have the background image change to support tenants.

14. Would the PDF and photo additions only occur in the administrator portion of the site, the backend? (3.22)

Pinnacle Bank Arena Marketing Department would add photos from previous shows to the web site, serves as an archive.

15. What would be the needs for a Contest System? Would a simple form where people provided information be suffice, or would it need an additional functionality? (3.23)

Contest system consists of a form for people to provide their information and marketing department can print out entries or be able to have the system pull a winner.

16. Please explain further on linking to an external premium seating content management system. (3.25)

Pinnacle Bank Arena web site will have a page dedicated to premium seat holders.

17. Can firms from outside the United States submit a proposal?

Yes

18. Are on-site meetings required?

No, not for the Arena site.

19. Can we submit our proposals via email?

No. All submissions must be completed through the City ebids system.

End of Addendum

INSTRUCTIONS TO PROPOSERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the City, and deemed to best serve City requirements.
- 10.7 The City reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the City.

11. TERMINATION/ASSIGNMENT

- 11.1 The City may terminate the Contract if the Contractor:
 - 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 - 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 - 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 - 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this section.
 - 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the City may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the City.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

- 17.1 The City is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.
- 17.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. CITY AUDIT ADVISORY BOARD

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

19. E-VERIFY

- 19.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

Advertise 1 time
Friday, November 22, 2013

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Wednesday, December 11, 2013** for providing the following:

Website Design & Development
Pinnacle Bank Arena
And
Lincoln City Libraries
Bid No. 13-343

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration"). Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7416, or (402) 441-7417.